

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CV 12-4342

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OSG Ship Management (GR) Ltd.
Plaintiff,

COMPLAINT

12 Civ.

ORENSTEIN, M.J.

-against-

Reynolds Shipyard Corporation
Defendants.
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Plaintiff, OSG Ship Management (GR) Ltd. (herein "OSG"), and
and through its attorneys, MAHONEY & KEANE, L.L.P., as
for its Complaint against Reynolds Shipyard Corporation
(herein "Reynolds") alleges, upon information and belief, as
follows:

FIRST: This is a claim under the Court's Admiralty
and Maritime jurisdiction with respect to a transfer of cargo
at sea and pursuant to 28 U.S.C. § 1333.

SECOND: Venue is properly placed in this Court by
virtue of it being the location where a substantial part of
the events and omissions giving rise to the claim occurred
and the defendant resides in the District and pursuant to 28
U.S.C. § 1391.

THIRD: OSG, at all times relevant, was an entity
duly formed and existing pursuant to the laws of a foreign
country.

U.S. DISTRICT COURT
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FOURTH: Reynolds, at all times relevant, was an entity duly formed and existing pursuant to the laws of the State of New York with a principal place of business at 200 Edgewater Street, Staten Island, New York 10305.

FIFTH: Plaintiff OSG, at all times relevant, was the owner or duly authorized representative of the owners or underwriters or subrogated underwriters of a cargo consisting of a trash compacter (herein "cargo") being delivered to it aboard the Vessel OVERSEAS LIMAR by a launch or vessel (herein "launch") on or about June 3, 2009 at Stapleton Anchorage in the Port of New York.

SIXTH: Defendant Reynolds, at all times relevant, was the owner, managers, operators, charterers, common carriers by water of the launch referred to above and bailee for hire with respect to the aforesaid cargo, which was shipped, inspected, carried, kept, discharged and misdelivered from the launch by defendant Reynolds.

SEVENTH: The aforesaid cargo was caused to be lost into the ocean, and/or damaged by defendant due to the fault, neglect, deviation, unseaworthiness of the launch and its appurtenances, maritime tort, tortious interference with contract, breach of warranty, and conversion of defendant, its agents and servants, and delivery by defendant in non-conforming condition, mis-delivery by defendant in non-

conforming condition, mis-delivery and non-delivery, all causing damage to plaintiff OSG.

EIGHTH: Plaintiff OSG sues on its own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

NINTH: Plaintiff's ODG's damages are in excess of the TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), no part of which has been paid although duly demanded.

WHEREFORE, plaintiff demands judgment in an amount exceeding TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) plus interest and costs, and prays the Court to issue its process against the aforesaid defendant and award to plaintiff such other and further relief as the Court may deem just and proper.

Dated: New York, New York
August 28, 2012

Respectfully submitted,

MAHONEY & KEANE LLP
Attorneys for Plaintiff

By: 

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